

Cameron County
Joe G Rivera
County Clerk
Brownsville, TX 78520



70 2012 00021645

Instrument Number: 2012-00021645

Recorded On: June 06, 2012

As
Real Property

Parties:

To

Billable Pages: 8

Number of Pages: 9

Comment:

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

Real Property 44.00

Total Recording: 44.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2012-00021645

Receipt Number: 602680

Recorded Date/Time: June 06, 2012 11:07:25A

Book-Vol/Pg: BK-OR VL-18566 PG-198

User / Station: M Pena - Cash Station #6

Record and Return To:

LINEBARGER, GOGGAN, BLAIR

AND SAMPSON L.L.P.

1805 RUBEN TORRES BLVD #B-28

BROWNSVILLE TX 78526-1612

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Official Public
Records in Cameron County, Texas



Joe G. Rivera
Cameron County Clerk

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

PROPERTY TAX DEED

STATE OF TEXAS

X

**X KNOW ALL MEN BY THESE
PRESENTS**

COUNTY OF CAMERON

X

That, **Cameron County and the Point Isabel Independent School District**, acting through the presiding officer of their governing bodies, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$2,500.00 cash in hand paid by

Dogleg Park LLC
1 Rocket Rd.
Hawthorne, CA 90250

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Cause No. 2005-04-2364-A; Cameron County and Point Isabel ISD verus Gerald O. Miller & Associates, Inc. et al, in the district court of said county, said property being located in Cameron County, Texas, and described as follows:

**Lot 2 Block 1, Section 2, The Spanish Dagger Subdivision, Cameron County, Texas
according to the map or plat thereof, recorded in plat cabinet slide 277-A and 316-A, plat records of Cameron County, Texas.
(Account No. 82-8520-0010-0020-00)**

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenant, condition and restrictions:

(a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

(b) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renews or encourage a dual school system.

These restrictions and conditions shall be binding upon grantee and grantee's successors, assigns, heirs and personal representatives for a period of fifty (50) years from the date hereof.

The foregoing restrictions and the other covenants hereafter set out are covenants running with the land, and each and every parcel thereof, and shall be fully binding upon any person, firm, partnership, corporation, trust, church, club, governmental body, or other organization or entity whatever (whether private or governmental in nature), without limitation hereinafter acquiring any estate, title, interest or property in said land, whether by descent, devise, purchase or otherwise; and no act or omission upon the part of grantor herein, its successors and assigns, shall be a waiver of the operation or enforcement of such restrictions; but neither restriction shall be construed to be a condition subsequent or special limitation on the estate thereby conveyed.

It is further covenanted, that third party beneficiaries of the restrictions set forth above shall be as follows:

- (1) As to the restrictions set out in (a) above, any person prejudiced by its violation;
- (2) As to the restriction set out in (b) above, any public school district or any person prejudiced by its violation; and
- (3) As to either or both of the restriction set out in (a) and (b) above, the United States of America, as plaintiff, and the America G.I. Forum, the League of United Latin American Citizens (LULAC), and the National Association for the Advancement of Colored People (NAACP), as intervenors, in U.S. v. Texas, Civil Action No. 5281, Tyler Division, U.S. District Court, Eastern District of Texas; reported in U.S. v. Texas, 321 F. Supp. 1043 (E.D. Tex. 1970); U.S. v. Texas, 330 F. Supp. 235 (E.D. Tex. 1971); aff'd with modifications sub. nom. U.S. v. State of Texas and J. W. Edgar, et al., 447 F2d 441 (5 Cir. 1971); stay den. sub. nom. Edgar v. U.S., 404 U.S. 1206 (1971); cert den. 404 U.S. 1016 (1972).

It is further covenanted that in case of violation of either or both of the above restrictions, any of the third party beneficiaries above alluded to is authorized and empowered to prosecute proceedings at law or in equity against any person, firm, partnership, corporation, trust, church, club, governmental body or other organization or entity whatever (whether private or governmental in nature), without limitation:

- (A) To enforce either or both of such restrictions relating to the use of the above-described realty;
- (B) To abate or prevent violations of either or both of such restrictions; and
- (C) To recover damages for a breach of either or both such restrictions.

It is further covenanted, that if any third party beneficiary referred to above shall prosecute proceedings at law or in equity for the aforesaid purposes, such third party beneficiary may recover reasonable attorney's fees from the violator or violators of either or both of such restrictions, if the Court finds that the proceedings were necessary to bring about compliance therewith.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF Cameron County has caused these presents to be executed
this 10th day of May, 2012.

Cameron County

BY: CHC

Carlos H. Cascos
County Judge

STATE OF TEXAS
COUNTY OF CAMERON

X

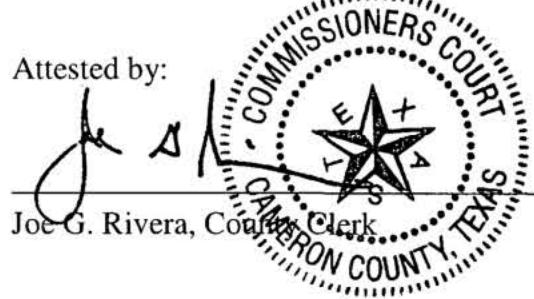
X

This instrument was acknowledged before me on this 10th day of May, 2012,
by Carlos H. Cascos, County Judge, of Cameron County.



Trista Lorraine Valdez
Notary Public, State of Texas
Commission Expires: Aug. 20, 2013

Attested by:



IN TESTIMONY WHEREOF Point Isabel Independent School District has caused these presents to be executed this 4th day of June, 2012.

Point Isabel Independent School District

BY: 
Jennifer Pinkerton
President of Board of Trustees

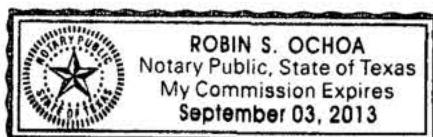
STATE OF TEXAS

X

COUNTY OF CAMERON

X

This instrument was acknowledged before me on this 4th day of June 2012, by Jennifer Pinkerton, President of the Board of Trustees, of Point Isabel Independent School District.



Notary Public, State of Texas
Commission Expires: 9-3-13

After recording return to:

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
Paseo Plaza Center, Suite B-28
1805 Ruben Torres, Blvd
Brownsville, Texas 78521-1119
TEL (956) 546-1216
FAX (956) 546-1624

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

RESOLUTION AUTHORIZING TAX RESALE

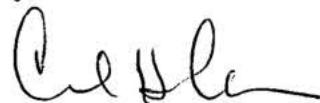
WHEREAS, by Sheriff's Sale conducted on November 7, 2006, the property described below was struck-off to Cameron County, Trustee, pursuant to a delinquent tax foreclosure decree of the 107th District Court, Cameron County, Texas, and

WHEREAS, the sum of \$2,500.00 has been tendered by Dogleg Park LLC of for the purchase of said property pursuant to Section 34.05, Texas Tax Code Ann. (Vernon, 1982);

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of Cameron County that its County Judge, Carlos H. Cascos, is hereby authorized to execute a tax resale deed on behalf of this district conveying to Dogleg Park, LLC all of the right, title, and interest of Cameron County, and all other taxing units interested in the tax foreclosure judgment in the following described real property located in Cameron County, Texas

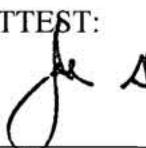
**Lot 2 Block 1, Section 2, The Spanish Dagger Subdivision, Cameron County, Texas according to the map or plat thereof, recorded in plat cabinet slide 277-A and 316-A, plat records of Cameron County, Texas.
(Account No. 82-8520-0010-0020-00)**

PASSED AND APPROVED this 10th day of May, 2012.



Carlos H. Cascos
County Judge

ATTEST:


Joe G. Rivera
County Clerk



Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

RESOLUTION AUTHORIZING TAX RESALE

WHEREAS, by Sheriff's Sale conducted on November 7, 2006, the property described below was struck-off Cameron County, Trustee pursuant to a delinquent tax foreclosure decree of the 107th District Court, Cameron County, Texas, and

WHEREAS, the sum of \$2,500.00 has been tendered by Dogleg Park LLC for the purchase of said property pursuant to Section 34.05, Texas Tax Code Ann. (Vernon, 1982);

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Point Isabel Independent School District that its President, Jennifer Pinkerton, is hereby authorized to execute a tax resale deed on behalf of this district conveying to Dogleg Park LLC all of the right, title, and interest of the district, and all other taxing units interested in the tax foreclosure judgment in the following described real property located in Cameron County, Texas

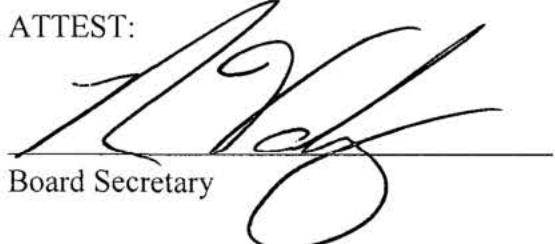
**Lot 2 Block 1, Section 2, The Spanish Dagger Subdivision, Cameron County, Texas according to the map or plat thereof, recorded in plat cabinet slide 277-A and 316-A, plat records of Cameron County, Texas.
(Account No. 82-8520-0010-0020-00)**

PASSED AND APPROVED this 4th day of June, 2012.



Jennifer Pinkerton
President Board of Trustees

ATTEST:



Board Secretary

Doc Bk Vol Pg
00021645 OR 18566 206

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jun 06, 2012 at 11:07A
Document Number: 00021645
By
Maggie Pena
Joe G Rivera, County Clerk
Cameron County